App. 283, said that it would be a limitation upon the duty of the telegraph company to say that a message need only be delivered at the place where addressed.

NEGLIGENCE—UNPROTECTED TURNTABLE—INJURY TO CHILD.—THOMPSON v. BALTIMORE & O. R. Co., 67 ATL. 768 (PA.). Where a railroad erects on its own land a turntable, *held,* that it is under no duty to take special precaution for the safety of children, though the turntable may tend to attract them and expose them to danger. Mestrezat, J., *dissenting.*

A landowner is under no obligation to keep his lands safe for a mere trespasser. *Hounsell v. Smyth,* 7 C. B. N. S. 731. From this general doctrine there was a departure in the famous "turntable cases." In the original of these, *Sioux City, etc., R. Co. v. Stout,* 17 Wallace 657, the Supreme Court of the U. S. decided that a landowner who makes changes on it in the course of its beneficial use, which tend to attract children and expose them to danger, is under a duty to take special precaution for their safety. Where railroad turntables have been left insecurely fastened, and children have been hurt while playing on them, the railroad company has been held liable in the following jurisdictions: Minn., Mo., Kan., Ga., Wash., Cal., S. C., and Neb. The tendency of later decisions is decidedly against the imposition of such a duty. In *Gillespie v. McGowan,* 100 Pa. 144, it is said that if such a doctrine were carried to its logical conclusion it would charge the duty of protection of children upon every member of the community except the parent. A number of states support the doctrine that the fact that the trespasser is an infant of tender years affords no reason for modifying this rule, and charging the landowner with a duty which does not otherwise exist. *The Delaware, etc., R. Co. v. Reich,* 61 N. J. L. 635. The doctrine of the "turntable cases" has also been disapproved in N. Y., Va., Mass., N. H., R. I., Mich., W. Va. and Texas.

NOTES—FORGERY—FRAUD—DECEIT.—BIDDEFORD NAT. BANK v. HILL, 66 ATL. (ME.) 721.—*Held,* that where a person, not intending to sign a promissory note, but by fraud and deceit has been tricked into signing an instrument which afterwards proves to be a promissory note, such instrument is a forgery, although the signature affixed thereto is genuine.

Intent to defraud is the essence of the crime of forgery. *State v. Redstake,* 39 N. J. 365; *Comm. v. Henry,* 118 Mass. 460. It has been said that every instrument that fraudulently purports to be what it is not is a forgery when the falseness relates to a material fact. *The Queen v. Ritson,* 1 L. R. C. C. 200; *State v. Kattleman,* 35 Mo. 105. If a man sign his own name with the intention that it shall be taken for the name of another of the same name, it is forgery. *Meade v. Young,* 4 T. R. 28; *Barfield v. State,* 29 Ga. 127. A mere false representation, however, where the signature is not false, is not sufficient to constitute the crime. *Rex v. Story, Russ & Ry.,* 81. And where the instrument is genuine and the fraud of defendant consists in holding himself out as the party who made it, forgery is not committed. *The King v. Hevey,* 1 Leach. (3rd ed.) 268. But if the writing is done for another and his designs are fraudulent so as to make it forgery if he had written it himself, the instrument is a forged one. *Caulkins v. Whisler,* 29 Iowa 495; *People v. Drayton,* 41 App. Div. 40. "It is not necesary that the fraudulent intent should be in the mind of the one whose hand holds the pen." *Comm. v. Foster,* 114 Mass. 311; *Gregory v. State,* 26 Ohio St. 510.